



ALBUQUERQUE PUBLIC SCHOOLS

Procurement Division

Winston Brooks
SUPERINTENDENT

Mark Heckart, CPM
DIRECTOR/PROCUREMENT OFFICER

April 17, 2012

BID: 12-063GR-SL Laboratory Analyses of Air and Bulk Samples

DATE: May 1, 2012

TIME: 11:00 a.m.

LOCATION: Albuquerque Public Schools
(Address for Procurement Department
Hand or Courier 6400 Uptown Blvd NE, Suite 600W
Delivery) Albuquerque, NM 87110

U.S. MAIL DELIVERY: Albuquerque Public School
Procurement Department
P.O. Box 25704
Albuquerque, NM 87125
(Allow appropriate time for delivery to the Procurement
Department location before the deadline time and date.)

CONTACT: Gustavo Rossell, District Buyer
rossell@aps.edu, 505-878-6125

SPECIAL INSTRUCTIONS: Complete Bid/RFP documents as required. Your response must be received in the APS Procurement Department prior to the specified date and time regardless of delivery option selected. **Late bids are not accepted and will be returned unopened.** To ensure proper identification and handling, clearly indicate the Bid/Proposal Number and the Opening Date and Time on the outside of the sealed response envelope.

sls

BID NO. 12-063GR-SL
LABORATORY ANALYSES OF AIR AND BULK SAMPLES

Intent: The Intent of this bid is to establish rates for **Laboratory Analyses on Air and Bulk Samples** collected and submitted by the Albuquerque Public Schools. Rates will include all sample preparation fees, analytical services, administration/clerical support services and shipping fees.

INFORMATION FOR BIDDERS

1 Contract Documents: The bidding information included in this packet and listed below constitutes the Contract documents. The Bidder's signature signifies his full understanding of the terms of the Contract documents and agreement to perform the work under these terms if awarded the Contract. The award of the Contract shall be made by a blanket contract issued by APS to the Contractor and shall bind the Contractor to the terms of the Contract Documents.

- Bid Invitation
- Information for Bidders
- General Terms and Conditions
- General Conditions
- General Requirements
- Technical Specifications
- Pricing
- State of New Mexico Required Forms

2. Preparation of Bids: Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in ink or typewritten. Corrections shall be initialed in ink by person signing the bid. Each bid must be submitted in a sealed envelope bearing on the outside the name and address of the Bidder and the bid number as listed on the Bid Invitation. Improper identification may result in premature opening of, or failure to open bid. **An authorized representative of the company must sign all required forms and return with their bid submittal. Bids not signed will be deemed non-responsive and will be rejected.**

All cost incurred by the bidding Laboratory in the preparation, transmittal or presentation of any proposal or material submitted in response to this Bid will be borne solely by the Laboratory.

3. Receipt and Opening of Bids: Bids must be prepared and submitted in accordance with the provisions hereof. APS reserves the right to reject all bids if all bids exceed the available funds. Any bid may be modified or withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the specified time for the opening of bids shall not be considered.

Procurement law requires sealed bids or proposals. Therefore, APS cannot accept bids which are transmitted using facsimile equipment. This may not apply to amendments or addenda, which do not refer to pricing, or to the transmittal of supplemental product literature, drawings and the like. Please refer the specific situation to the buyer for clarification before proceeding.

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INFORMATION FOR BIDDERS CONTINUED

4. **Qualifications of Bidder:** APS may make such investigations as necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish all such information and data for this purpose as APS may request. APS reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy APS that such bidder is qualified to carry out the obligations of the contract and to complete the work described therein.

Bidder shall also construe this provision to incorporate any necessary investigation and/or monitoring during the life of the contract to enforce any current policy of the Board of Education such as, but not limited to, no smoking or alcoholic beverages on APS property. As a general rule, any such regulation or law applies to APS personnel shall be deemed to be in force for contractor's work force occupying any work site.

5. **Familiarity with Conditions:** Clarification of bidding procedures may be made by contacting the APS Procurement Department, Gustavo Rossell, District Buyer, telephone (505) 878-6125; clarification of the technical aspects may be made by contacting the APS Environmental Hazard Response Manager, Van K. Lewis, telephone (505) 765-5950, ext. 324. **Bidders must have acquainted themselves with all conditions affecting the work before submitting a bid.** No claim shall be made nor will one be allowed the Contractor for negligence, misunderstanding, or error in this regard.

Bidders shall carefully examine the proposed contract documents to obtain first-hand knowledge of all proposed work. Contractors will not be entitled to any additional compensation or any extension of the contract time for conditions which can be determined by examining current work requirements and the proposed contract documents. Submission of a bid constitutes a representation by the bidder that the bidder has made all appropriate examinations, investigations and analyses and has made provision as to the cost thereof in his bid.

6. **Conditional Bids:** Bids in which acceptance is in some manner restricted or conditioned by the bidder will be reviewed by APS. If the limitations imposed are not in the best interest of APS or are prejudicial to other bidders, bid will be rejected.
7. **Multiple Offers:** APS will not select from multiple offers on a single document. If bidder offers more than one brand and/or price per item, the (1) as specified or the (2) most expensive will be considered as the primary bid. Other offers will not be evaluated unless the primary bid is low bid in its own right. If you wish to offer an alternate bid in addition to your regular bid, make extra copies of the necessary pages (including the signature pages) and submit as Bid #2. Each bid must stand-alone and comply with the terms and conditions of the contract.

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INFORMATION FOR BIDDERS CONTINUED

8. **Records:** Records shall be maintained by the Contractor in compliance with municipal, federal, or state laws, ordinances, codes, and this contract. At any time during normal business hours and as APS may deem necessary, there shall be made available to APS for examination all of the contractor's records, with respect to all matters covered by this agreement. APS may audit, examine and/or make excerpts or transcripts from such records including but not limited to invoices, materials, payrolls, records of personnel, conditions of employment or any other such data as may be pertinent.

Any confidential information provided to or developed by the Consultant in the performance of this contract shall be kept confidential and shall not be made available to any individual or organization by the Consultant without the prior written approval of APS.

9. **Awards:** APS reserves the right 1) to award bid received on the basis of individual items, or groups of items, or on the entire list of items; 2) to reject any or all bids or any part thereof; 3) to waive any informality in the bids, and 4) to accept the bid(s) that is in the best interest of APS. Bid award will be made to the low responsible and responsive bid taking into consideration qualifications and capabilities of the bidder, weights given to each test for evaluation purposes, and availability of funds and any other relevant factors. **It is the responsibility of the bidder to inquire as to the status and/or subsequent award of bids.** APS reserves the right to make **multiple awards** to insure adequate coverage of service/or in the best interest of the District.
10. **Taxes, Fees, and Permits:** APS holds a Class 9 Nontaxable Transactions Certificate and is exempt from payment of taxes on tangible personal property. A NTTC will be issued on request. This does not apply to services. The Contractor is responsible for payment of all New Mexico Gross Receipt taxes and any other taxes due as a result of this work. The Contractor shall also secure, maintain and pay for all fees, permits, licenses, bonds, etc. as necessary and on a timely basis. **The bid quotation shall at all times include fees, licenses and any other applicable charges (with the exception of New Mexico Gross Receipt Taxes on Labor or Local Option Tax.)** Tax rates will fluctuate as required by law and will be shown as a separate amount on each billing or request for payment.
11. **Protest:** Any Bidder, Offeror, or Contractor who is aggrieved in connection with the procurement may protest to the Procurement Division, Albuquerque Public Schools. The protest shall be submitted in writing fifteen (15) calendar days after the fact or occurrence given rise thereto.
12. **The Procurement Code:** The Procurement Code, Sections 13-1-21 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

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GENERAL TERMS AND CONDITIONS

The submission of a bid will indicate that the bidder has read the terms and conditions, understands the requirements, and that bidder can supply items(s) specified.

No contract exists on the part of Albuquerque Public Schools until a written Blanket Purchase Order (BPO) is executed. Issuance of a BPO will be considered sufficient notice of acceptance of contract.

It is mutually understood and agreed that the successful bidder(s) shall not assign, transfer, convey, sublet or otherwise dispose of the blanket purchase order, contract, or his right, title, or interest therein, or power to execute such purchase order or contract to any other person, company or corporation without the previous written consent of Albuquerque Public Schools.

Failure to examine any specifications and/or instructions will be at bidder's risk.

GENERAL CONDITIONS

1. **Contract Modification:** No oral statement by any person shall modify or otherwise affect the terms, conditions, specifications, or price agreements stated in this contract. This contract is the final expression of the agreement between parties unless amended in writing by the Procurement Division.

Submit all questions about the proposed contract specifications including any discrepancies, omissions, or ambiguities noted by any bidder to the appropriate APS contact person. If appropriate, APS Procurement Division will issue a written addendum which shall thereafter become part of the bid documents and proposed contract documents. Oral interpretations other than routine clarification and the like, if given shall not be binding unless reduced to a written addendum issued prior to bid opening. All bids shall be responsive to and include any addenda issued prior to bid opening.

2. **Cancellation:** Failure to comply with the terms of the contract documents and/or unsatisfactory performance on the job will constitute grounds for cancellation of the contract. If, after consultation between APS Environmental Hazard Response Department, APS Procurement Department, and the Contractor, grounds for cancellation still exist, immediate notification of cancellation will be provided in writing by the Procurement Department. Upon such notification, the Contractor shall cease work immediately and shall submit an invoice for work satisfactorily completed to date. No allowance will be made for anticipated profits.
3. **Pricing:** In order to promote competitive pricing, costs for PLM analysis should be priced per discrete strata as described in 40 CFR 763, subpart E, appendix E, and NESHAP 40 CFR part 61.

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GENERAL CONDITIONS CONTINUED

4. **Purchase Order and Invoicing Procedures:** Following bid award a Price Agreement (P.A.) will be issued to the successful bidder(s) on all awarded bid materials. Actual quantities of award materials requested by APS and delivered by bidder will be charged against this Price Agreement. Delivery shall be ticketed separately, showing the APS Purchase Order, delivery location, and the full signature with printed name underneath of employee receiving the material(s). Initials only are not acceptable and will not be processed for payment.

Itemized invoices must 1) clearly reference appropriate bid pricing item number, contract number, and chain of custody work order number, 2) clearly reference multiple bid pricing item numbers, and as many, as needed for effective compliance and processing, 3) not combine bid pricing item numbers even if multiple (bid pricing item numbers) tests were performed on a sample. Invoices (no duplicate copies are required) shall be submitted to APS Environmental Hazard Response Department, 915 Locust SE, Albuquerque, New Mexico 87106, telephone number (505) 765-5950 ext. 412 for compliance and record keeping. Copies of completed forms with information needed to substantiate changes shall be attached to the invoice for auditing tracking purposes. After performing internal compliance, the order-issuing department will then forward invoices to APS Procurement department for contract-compliance review after which invoices are forwarded to APS Accounts Payable, P.O. Box 25704, Albuquerque, New Mexico, 87125, telephone number (505) 880-2570 for payment.

When applicable, final invoice for each delivery shall be accompanied by all required guarantees, releases of lien and/or other submittal required by the contract.

5. **Prompt Payment:** APS will strive to meet or exceed prompt payment terms as may be established by statute. Late payment charges may be assessed on any unpaid balance over sixty (60) days in arrears at the rate of one and one-half (1.5%) percent per month. APS **will not** automatically include late charges in your payment. Late charges must be properly documented with separate invoice showing invoice numbers, amount, date and computation to verify charges. Typically payment schedule will be 30-45 days.
6. **Conflict of Interest:** Offeror warrants that they have no interest, and shall acquire no interest which would directly or indirectly conflict in any manner or degree with the performance of this proposal.
7. **Subcontractors:** The Contractors may not subcontract portions of the work to qualified and licensed Subcontractor(s).

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GENERAL REQUIREMENTS

- 1 **Scope of Work:** The purpose of this bid is to establish pricing for laboratory analyses of air and bulk samples on demand for the Albuquerque Public Schools. Rates will include all sample preparation fees, analytical services, administration/clerical support services and shipping fees. Contractor will provide express or overnight carrier account number if such shipping is required. APS reserves the right to negotiate with the successful contractor at any time during the life of the contract should it become necessary to add additional similar testing services which are not now known or required. **PLEASE DO NOT BID UNLESS YOU ARE LICENSED IN THE STATE OF NEW MEXICO TO PROVIDE LABORATORY ANALYSES AND ARE A LEGITIMATE REPRESENTATIVE OF THE ITEMS REQUESTED.**

Bidding Laboratories shall be an approved laboratory and enrolled in the National Voluntary Laboratory Accreditation Program (NVLAP) through the National Institute of Standards and Technology. Bidding Laboratories will submit documentation to verify compliance. Bidding Laboratories will comply with their city and state governments for their business and corporation licenses and submit such documents. The laboratory must be enrolled and listed as "PROFICIENT" for asbestos fiber counting in the **NIOSH Proficiency Achievement Testing Program** as administered by the American Industrial Hygiene Association.

All analysts performing Phase Contract Microscopy pursuant to the NIOSH 7400 method will have attended and been certified in the NIOSH 582 course or equivalent.

- 2 **Contract Period:** Any contract issued as a result of this solicitation will be in effect for a fifty-two (52) week period after date of award. Contingent upon funding and mutual agreement of the parties, contract may be extended for two additional fifty-two (52) week periods. Renewal must be at the prices specified with no change in terms and conditions. Price escalation will be considered for the renewal periods only upon receipt of written request from contractor stating reason for the escalation request and the amount being requested. Justifying documents must accompany price escalation request. Escalation will not be allowed for any reason not related to market conditions related to the scope of work. If prices should decrease in the market, APS should benefit from any market fluctuation which would derive savings. Bidder may decline renewal with no penalty and APS will re-bid.
3. **Request(s) NOT Defined:** Contractor shall be held accountable to **NOT** fill requests which are clearly beyond the defined scope of this contract. Should such requests occur, Contractor has the responsibility of calling such violations to the attention of APS Procurement Officer.

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GENERAL REQUIREMENTS CONTINUED

- 4 **Sample Delivery and Pick Up:** The Board of Education will deliver samples to laboratory or express shipping facility as required. The analytical results shall be delivered (hand, mail, e-mailed or faxed) from the laboratory to the Supervisor of the Environmental Management Department, 915 Locust St. SE, Albuquerque, New Mexico 87106.

Work or analysis cannot be subcontracted out to another laboratory for preparation or analysis. Subcontracting is not acceptable. APS may make exception for an unusual test or analysis.

5. **Estimated Quantity:** An estimated quantity and weighted value is stated on the proposal page for the Bidder's convenience and for award purposes; however, it should be clearly understood that this is **not** an order, and APS may or may not use the estimated quantities.
6. **Chain of Custody:** The work to be performed under this contract shall be executed as a series of individual chain of custody orders initiated by APS. The Chain of Custody forms (see attached) will be utilized for each job. APS will list samples taken and needing analysis and authorize Contractor to proceed.
- 7 **Chain of Custody Forms:** The work to be performed under this contract shall be executed as a series of individual projects initiated by APS utilizing chain of Custody Forms (sample attached) when submitting air monitoring cassettes or bulk samples. The Chain of Custody Form(s) will be included in the box with the cassettes. APS will inform Contractor of time by which results are needed.
8. **Reporting:** Reports completed by the laboratory will be specific as to dates, methods, and services performed. The following information will be required on the report:

- | | |
|--|--|
| 1) Report Date | 10) Client Sample Number (If different from Sample ID) |
| 2) Sample Date | 11) Sample Location |
| 3) Client | 12) Sample Volume-liters (PCM) (I-120) |
| 4) Project Name (School Name and Location #) | 13) Asbestos Content (PLM) |
| 5) Sample Identification | 14) Detection Limit |
| 6) Method of Test | 15) Asbestos Type (PLM) |
| 7) Results | 16) QA/QC Summary |
| 8) Date Analyzed | 17) Analysts Name & Signature |
| 9) Maximum Concentration Levels with conversions (mg/I to %) if needed | |

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GENERAL REQUIREMENTS CONTINUED

Reporting Continued: Results for “3Hr” and “Same Day” turnaround requests will be telephoned in to the APS Environmental Management Department immediately after analysis is complete. In addition, a copy of the results with a copy of count sheet will be faxed or e-mailed to the Environmental Hazard Response Department immediately with a hard copy or email original and computer disk with data in Excel or Access capability being mailed to APS EHRD within five (5) working days of completion of analyses for all requests.

9. **Prompt Response:** The awarded Laboratory will be expected to respond promptly to each request made. APS will require results from the Laboratory at a specified turnaround time from the time the samples are received, except for three (3) hour turnaround results, which must be received within three (3) hours from the time the samples are submitted for analysis by an APS representative. Turnaround times will be specified on the Chain of Custody Form(s). Analysis may require evenings, weekends, and holidays. A surcharge will not be added for night, weekend, or holiday analysis results.

10. **Method of Award:** Bid award will be made to the lowest responsible and responsive bid taking into consideration the lowest unit cost and cumulative indexed weighted total - based on statistical weights given to each test (for evaluation purposes only) on “Standard” turnaround times -, qualifications and capabilities of the bidder and availability of funds and any other relevant factors. **Note:** Unit price includes all costs involved including administrative cost, sample containers, preservatives, preparation time, disposal, and reporting fees. Bid any or all categories. APS reserves the right to make multiple awards as may be necessary to have all product categories represented or as may otherwise be in the best interest of the District.

- 11 **Post Award Conference:** After bid award the Contractor may meet with Environmental Hazard Response Personnel, and the Deputy Director of Maintenance and Operations, or designee(s) to outline procedures.

Contractor/Laboratory agrees to perform the work according to the conditions and specifications described herein at the prices stated below throughout the time period of this contract.

12. **Final Acceptance:** The Contractor shall comply with completion notification procedures established at post award conference. After designated APS personnel completes the inspection, work will either be accepted as satisfactory or the Contractor will be provided a written list of items to be corrected and/or completed.

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BID SUBMITTALS

1. Insurance: The Contractor shall, at his own expense, carry and maintain during the entire performance period of this contract at least the kinds and minimum amounts of insurance listed.

1. Workers' Compensation Insurance: As required by the Labor Laws and the New Mexico Statutes.
2. Public Liability Insurance: At the time of the Contractor's execution of the contract, Contractor shall deliver to Owner a certificate(s) of insurance testifying that he has obtained full Worker's Compensation and Employer's Liability insurance coverage for all persons whom he employs or may employ during the course of the project. Such coverage shall be maintained for the duration of the contract and the warranty period and shall meet the most current requirements.

Liability Insurance: The Contractor shall procure and maintain during the life of the contract, an Owner's Protective Liability Insurance Policy written with APS, its officers, agents and employees as named insured with the following limits.

\$1,000,000 Bodily Injury and Property Damage per occurrence
\$1,000,000 Bodily Injury and Property Damage aggregate

General Liability Insurance shall be provided with the following limits.

\$1,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury and Advertising Injury
\$1,000,000 Each Occurrence
\$50,000 Fire Damage (any one fire)
\$5,000 Medical Expense (any one person)

If coverage is provided under Comprehensive General Liability prior to 11/85 ISO policy limits shall be:

\$1,000,000 Bodily Injury and Property Damage combined per occurrence
\$1,000,000 Bodily Injury and Property Damage combined aggregate

This policy must include premises/operations, independent contractors, products and completed operations, contractual liability covering the contract, broad form property damage including completed operations, personal injury and underground coverage if project requires underground operations. The Contractor shall procure and maintain during the life of the contract, Automobile Liability Insurance with the following limits. Excess insurance or umbrella liability insurance will be acceptable in attaining the required limits. \$1,000,000 combined single limit bodily injury or property damage per occurrence.

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3. Auto Insurance: Coverage must be on an “any Auto” basis or must include owned, hired and non-owned automobile coverage.

Contractor shall carry professional liability and automobile liability insurance up to the limits of the Tort Claims Act, to-wit: Contractor must submit proof of auto insurance prior to services to the Albuquerque Public Schools. In any action for damages against a government entity or a public employee while acting within the scope of his duties as provided in the Tort Claims Act (41-4-1 to 41-4-27 NMSA 1978), the liability shall not exceed:

- a. The sum of one hundred thousand dollars (\$100,000) for damage to or destruction or property arising out of a single occurrence; and
- b. The sum of three hundred thousand dollars (\$300,000) for all past and future medical and medically-related expenses arising out of a single occurrence; and
- c. The sum of four hundred thousand dollars (\$400,000) to any person for any number of claims arising out of a single occurrence for all damages other than property damage and medical and medically-related expenses as permitted under the Tort Claims; or
- d. The sum of seven hundred fifty thousand (\$750,000) for all claims other than medical or medically related expenses arising out of a single occurrence.

Contractor also agrees to keep such insurance in force throughout the term of the contract, including any renewals, including any renewals, and to notify APS immediately if such insurance is not in force. Failure to comply with this provision may result in immediate cancellation of the contract. APS recommends that professional liability insurance be maintained at a level of \$1,150,000.00 which exceeds the limit of the Tort Claims Act. In addition, the contractor’s employees shall be insured for Worker’s Compensation if applicable.

Errors and Omissions: Bidder shall submit a copy of certificate of Professional Liability Insurance, Errors and Omission with bid submittal. Minimum acceptable coverage is \$1,000,000 single limit.

Successful contractor **must** furnish proof of coverage to the APS Procurement Officer prior to official award. If any policy changes occur during the life of contract, it is the contractor's responsibility to provide updated proof of coverage to the APS Procurement Department.

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2. **Safety:** The Contractor shall take all necessary precautions to protect the site occupants from hazardous conditions. The Contractor shall abide by the Occupational Safety and Health Administration (OSHA) regulations and all State of New Mexico Environmental Improvements Board Occupational Health and Safety regulations that apply to this Contract. The Contractor shall defend, indemnify, and hold the Board of Education and its agents, officers, administrators, and employees free and harmless against all claims, loss, liability, and expense resulting from any alleged violations(s) of said regulations(s) including, but not limited to, fines or penalties, judgments, court costs, and attorneys' fees. The Contractor also shall be responsible for damage to persons or property that occurs as a result of his fault or negligence, or that of his employees, agents, and/or Subcontractors, in connection with this Contract. The Laboratory (Contractor) shall submit a copy of the laboratory's "OSHA Laboratory Standard Safety Program, 29 CFR 1910.1450."

3. The Laboratory must submit a list of position descriptions and the staff members assigned to those positions. The laboratory must assure that analysts and supervisors have adequate experience and qualifications relevant to carry out the obligations of the Contract; a resume of qualifications will be required. The laboratory must submit their certificates and proficiency results. The laboratory shall submit a copy of the Laboratory Safety Program "OSHA 29 CFR 1910.1450 and Procedures Manual; their Quality Assurance Manual, Quality Control Manual, control charts, and data on estimate of accuracy and precision of analysis. A list of references will also be submitted. Do not include the Albuquerque Public Schools as a reference. Submittal of certificates listed in Qualification of Bidders. Submittal of insurance package with errors and omissions certificate and liability is required. Bidding Laboratories **must submit** a copy of their "OSHA Laboratory Standard Safety Program, 29 CFR 1910.1450" with bid package.

4. **Disposal:** Submit disposal plan and procedure of disposal of all samples, sample containers, and cassettes.

Detailed QA/QC package **must be submitted** with bid form. Laboratory should have participated in performance evaluation studies with the US Environmental Protection Agency (EPA) Proficiency Evaluation Water Supply and Water Pollution Studies Program. Laboratory must have OSHA laboratory Standard Safety Program 29 CFR 1910.1450 in place and submit with bid package.

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TECHNICAL SPECIFICATIONS

AHERA Regulated Polarized Light Microscopy/Phase Contrast Microscopy:

This contract is to provide laboratory services of polarized light microscopy (PLM) analysis of bulk samples collected and phase contrast microscopy (PCM) analysis of air samples collected and submitted by the Albuquerque Board of Education. All analyses shall be done in accordance with applicable OSHA and EPA regulations, current NIOSH 7400, and the Asbestos Hazard Emergency Response Act (AHERA). Air samples will be collected on 25 mm, mixed cellulose ester, .8 micron cassettes by certified APS personnel. Bulk material will be submitted in zip lock plastic bags provided by the laboratory. Bulk samples shall be analyzed using EPA Interim Method for the Determination of Asbestos in Bulk Insulation Samples (EPA-600/M4-82-020).

PLM & PCM services will include the following:

1. Preparation of air filters collected
2. Analyses of air samples for fiber counts per NIOSH 7400 and AHERA
3. Preparation of bulk samples collected
4. Analyses of bulk samples for asbestos content and type Point Count when requested
5. Completion of analytical reports and EPA record keeping
6. Storage of prepared air samples
7. Disposal of sampled 25mm cassettes
8. Return of bulk samples to APS

Turnaround time for PLM and PCM will be three (3) hours to three (3) days, see pricing schedule on page 14.

Laboratories shall use protocol described in Appendix A to Subpart E of the Asbestos Hazard Emergency Response Act 40 CFR Part 763, Vol. 52, No. 210 "Asbestos- Containing Materials in schools; Final Rule and Notice" and must be accredited through the National Institute of Standards and Technology's National Voluntary Laboratory Accreditation Program for PLM analysis of building materials. Analysis of air samples shall be performed using the protocol describes in 29 CFR 1926.1101, appendix A and appendix B, and must be enrolled and listed as "Proficient" in the NIOSH PAT program for PCM analysis of air filter.

PRICING

Firm Name

LABORATORY ANALYSES OF AIR AND BULK SAMPLES

Bid No. 12-063GR-SL

Item No. Description	Hours	Weight	Price
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BILLING WILL BE DIRECTLY TRACEABLE TO THE FEES QUOTED ON THESE PRICING SHEETS.

SECTION 1- AHERA POLARIZED LIGHT AND PHASE CONTRAST MICROSCOPY

Report hard estimate % (i.e. no ranges)

1. Bulk Sample-Polarized Light Microscopy	3 Hrs.	40	_____
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Report hard estimate % (i.e. no ranges)

2. Bulk Sample-Polarized Light Microscopy	Same Day	40	_____
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Report hard estimate % (i.e. no ranges)

3. Bulk Sample-Polarized Light Microscopy	2-3 Days	10	_____
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4. Bulk Sample-Polarized Light Microscopy Microscopy-Point Count EPA 600/M4-82-020	Same Day	30	_____
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5. Bulk Sample-Polarized Light Microscopy Microscopy-Point Count EPA 6001M4-82-020	2-3 Days	50	_____
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6. Air Sample-Phase Contrast Microscopy	3 Hrs.	55	_____
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7. Air Sample-Phase Contrast Microscopy	Same Day	35	_____
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8. Air Sample-Phase Contrast Microscopy	2-3 Days	10	_____
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Previous Bid No. 10-092GR-SL

**BID NO. 12-063GR-SL
LABORATORY ANALYSES OF AIR AND BULK SAMPLES**

APPENDIX A

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Contract” means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“Pendency of the procurement process” means the time period commencing with the public notice of the

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LABORATORY ANALYSES OF AIR AND BULK SAMPLES**

request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“**Person**” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“**Prospective contractor**” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“**Representative of a prospective contractor**” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

Signature Date

Title (Position)
--OR-- NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature Date

Title (Position)

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APPENDIX B

**CONFLICT OF INTEREST AND
DEBARMENT/SUSPENSION CERTIFICATION FORM**

CONFLICT OF INTEREST

As utilized herein, the term "Vendor" shall mean that entity submitting a proposal to Albuquerque Public Schools in response to the above referenced request for proposals.

The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge:

No employee or board member of Albuquerque Public Schools (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Vendor or in the proposed transaction. Vendor neither employs, nor is negotiating to employ, any Albuquerque Public Schools employee, board member or close relative, with the exception of the person(s) identified below. Vendor did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made. If the Vendor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Vendor, please identify the legislator: _____ List below the name(s) of any Albuquerque Public Schools employee, board member or close relative who now or within the preceding 12 months (1) works for the Vendor; (2) has an ownership interest in the Vendor (other than as an owner of less than 1% of Vendor's stock, if Vendor is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Vendor; (4) has received grant, travel, honoraria or other similar support from Vendor; or (5) has a right to receive royalties from the vendor. _____

DEBARMENT/SUSPENSION STATUS

The Vendor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Federal Government, or any State agency or local public body, or in receipt of a notice or proposed debarment from any Federal or State agency or local public body. The vendor agrees to provide immediate notice to Albuquerque Public School's Purchasing Department in the event of being suspended, debarred or declared ineligible by any department or agency of the Federal government, or any agency of local public body of the State of New Mexico, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract.

CERTIFICATION

The undersigned hereby certifies that he/she has read the above **CONFLICT OF INTEREST** and **DEBARMENT/SUSPENSION** Status requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the vendor named **and that the information contained in this document is true and accurate to the best of their knowledge.**

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**CONFLICT OF INTEREST AND
DEBARMENT/SUSPENSION CERTIFICATION FORM**

Signature: _____

Name of Person Signing (typed or printed): _____

Title: _____

Date: _____

Name of Company (typed or printed): _____

Address: _____

City/State/Zip: _____

Telephone: _____

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OFFEROR'S AGREEMENT

ATTACHMENT 1

THE UNDERSIGNED AGREES TO FURNISH SERVICES AND / OR MATERIALS AS REQUIRED BY THE TERMS AND CONDITIONS OF THIS BID DURING THE TME PERIOD SPECIFIED

PLEASE RETURN THIS PAGE COMPLETED IN FULL WITH YOUR OFFER.

NAME OF FIRM OR OFFEROR _____

STREET ADDRESS _____

PO BOX _____

CITY/STATE/ZIP CODE _____

TELEPHONE NUMBER _____

FAX NUMBER _____

EMAIL ADDRESS _____

AUTHORIZED SIGNATURE _____

TYPE OR PRINT NAME OF ABOVE

TITLE

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ATTACHMENT 2

BID SUBMITTAL REQUIREMENTS AND CHECK LIST

Please submit your completed proposal, including the following items. Note that the requested information is mandatory and failure to submit them with your response will deem it non-responsive and will be disqualified. Check off and sign that items are included in your response to this RFB.

- _____ Bid submittals (pages 9, 10, 11)
- _____ Pricing Section (page 13)
- _____ Completed Campaign Contribution Disclosure Form (See Appendix A, pgs. 14, 15)
- _____ Completed Conflict of Interest Form (See Appendix B, pgs. 16, 17)
- _____ Completed Offeror's Agreement Form (Attachment 1, page 18)
- _____ Bid Submittal Requirements and Check List (Attachment 2, page 19; not madatory)
- _____ Terms and Conditions (pages 20 - 21)

**ALBUQUERQUE PUBLIC SCHOOLS
BOARD OF EDUCATION
TERMS AND CONDITIONS
Bid No. 12-063GR-SL**

Preparation of Bids

Bidders are to comply with all instructions and provide the information requested in the appropriate spaces. Bid prices must be entered in ink or typewritten. Mistakes may be corrected prior to bid opening, but shall be initialed by the person signing the bid. Corrections and/or modifications received after the bid opening time will not be accepted. Bids must be submitted by the date and at, or prior to, the time specified for consideration. Late bids will not be accepted. All bids must be signed by an authorized representative of the company.

Paste provided bid label on your return bid package. Improper identification may result in premature opening of or failure to consider the bid. Bids must be submitted in a sealed envelope. Procurement law requires sealed bids. Therefore, APS cannot accept bids which are transmitted using facsimile equipment.

Albuquerque Public Schools holds a Class 9 Tax Exemption Certificate and is exempt from paying sales tax on tangible personal property. A non-taxable transaction certificate (NTTC) will be provided upon request. Services (including construction or materials that become part of a construction project) are not exempt. The Contractor shall comply with all requirements of the State of New Mexico Gross Receipts Law and shall require all subcontractors to comply with same. Do not include tax in your bid price. Tax must be shown as a separate item on all invoices.

General

Brand Names: It is intended that bid specifications admit maximum competition. Brand names or model numbers, where used, are for reference as to standard of character, quality and/or operation and are not indicative of preference on the part of APS. Equal item(s) will be considered, provided the bid clearly describes the item by brand, model number, level of quality or any other appropriate criteria. Descriptive literature must be included for bid evaluation purposes. Include sample(s) if specifically requested. Failure to provide this information may disqualify your bid. Determination by APS as to what item(s) are equal shall be final and conclusive. When brand, model or other identification is not stated, it shall be understood that the bidder is quoting as specified.

Qualifications of Bidders: APS may make such investigations as necessary to determine the ability of the bidder to perform the work required. Bidder shall furnish all necessary information and data as may be requested. APS reserves the right to reject any bid if the evidence submitted or the investigation of a bidder fails to satisfy APS that the bidder is qualified to perform the obligation of the contract.

Award

Award(s) will be made to the low responsible and responsive bid(s) taking into consideration prior qualifications and capabilities of the bidder, availability of funds and any other relevant factors.

APS reserves the right: (1) to award bids received on the basis of individual item(s), or groups of items, or on the entire list of items; (2) to reject any or all bids, or any part thereof; (3) to waive any informality in the bid(s) and (4) to accept the bid(s) that is in the best interest of APS.

APS will take advantage of prompt payment discounts whenever possible; however, these will not be used as award criteria.

New Mexico procurement law provides for a five percent (5 %) residential preference. A bidder who meets state requirements shall be awarded a contract in preference to a non-resident bidder whenever the resident contractor, whose bid is nearest to the low bid of the non-residential contractor, is made lower when multiplied by a factor of .95. This does not apply when federal funds are being used. Any New Mexico firm claiming preference will insert its residential reference number as issued by the State Purchasing Department in the appropriate space. Provision of the number will be the responsibility of the contractor.

Any bidder, offeror or contractor who is aggrieved in connection with a procurement action may protest to the Albuquerque Public Schools Procurement Department. The protest shall be submitted in writing within fifteen (15) calendar days after the facts or occurrences giving rise thereto.

Bidders are informed that initial orders must be furnished at prices submitted. Albuquerque Public Schools reserves the right to make award(s) within (90) days after the date of bid opening unless bidder distinctly specifies that acceptance must be within a shorter time.

Time of delivery may be a consideration in bid award(s) and shall be defined as the number of calendar days following receipt of the order, either verbally or in writing until receipt of materials, supplies or services by APS.

Packing, Shipping and Invoicing

Bidder agrees to deliver all item(s) inclusive of all cost, insurance, freight, drayage, express or other charges. Title to materials or supplies shall pass directly from bidder to APS at the F.O.B. point shown, subject to the right of APS to reject upon inspection. All bids must be F.O.B. destination.

The purchase order number, vendor's name and user's name and location shall be shown on each packing and delivery ticket, pack-age, bill of lading and any other correspondence in connection with any shipment. The user's count will be accepted by the Seller as final and conclusive on all shipments not accompanied by a packing list. All invoices shall reference the order number, description of supplies or services, quantities, unit prices and extended totals. Separate invoices are required for each shipment.

Bidder shall be paid upon submission of acceptable invoices for materials, supplies or services delivered and accepted. Invoices must be accompanied by transportation receipts or facsimiles, if transportation is payable and charged as a separate item.

Patent Indemnity

Seller shall pay all royalty and license fee(s) relating to the item(s) covered hereby. In the event any third party shall claim the manufacture, use and sale of goods covered hereby to be infringement of any copyright, trademark or patent, Seller shall indemnify and hold APS harmless from any cost, expense, damage or loss incurred in any manner by APS because of any such alleged infringement.

Warranties

Materials, supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Seller gives to any customer for the same or substantially similar materials, supplies or services. The rights and remedies provided herein shall extend to APS and are in addition to and do not limit any rights afforded to APS by any other clause of this order. Seller agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

Inspection

Materials, supplies or services shall be furnished exactly as specified, free from all defects in workmanship, materials, and design. Final inspection and acceptance will be made at the destination. If, prior to final acceptance, any item(s) or service(s) are found to be defective or not as specified, APS may reject them, require the Seller to correct without charge or require delivery at a reduction in price which is equitable under the circumstances. If Seller is unable or refuses to correct such item(s) within a time deemed reasonable by APS, APS may terminate the order in whole or in part. Seller shall bear all risks as to rejected materials, supplies or services and, in addition to any other costs for which the Seller may become liable to APS under other provisions in these terms and conditions, shall reimburse APS for all transportation costs, other related costs incurred, or payments to Seller for unaccepted materials, supplies and services. Notwithstanding final acceptance and payment, Seller shall be liable for latent defects, fraud or such gross mistakes as amount to fraud. Any test programs and procedures required by the specifications are in addition to, and do not limit, APS rights provided in this section.

Assignment

Neither the order nor any interest therein, nor claim thereunder shall be assigned or transferred by the Seller except as authorized in writing by APS. No assignment or transfer shall relieve the Seller from its obligations and liabilities.

Non-discrimination

Sellers doing business with APS must be in compliance with Federal Civil Rights Act of 1964 and Title VII of the Act. Rev. 1979.

Changes

APS may make changes within the general scope of this order by giving notice to the Seller and subsequently confirming such changes in writing. If such changes affect the cost and/or the time required for performance of this order, an equitable adjustment in the price or delivery or both shall be made. No change by the Seller shall be recognized without written approval of APS. Any claim of Seller for any adjustment must be made in writing within thirty (30) days from date of receipt by Seller of notification of such change unless APS shall waive this condition. Nothing in this section shall excuse Seller from proceeding with performance of the order as changed hereunder.

Kickback Statement

The Procurement Code, Sections 13-1-21 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for this violation. In addition, New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kick-backs.

Termination

APS may, by written notice stating the extent and effective date, terminate this order for convenience in whole or in part, at any time. APS shall pay Seller as full compensation for performance until such termination (1) the unit or prorata order price for the delivered and accepted portion; and (2) a reasonable amount, not otherwise recoverable from other sources by Seller as approved by APS with respect to the undelivered or unaccepted portion of the order; provided compensation shall in no event exceed the total order price.

APS may by written notice terminate this order for Seller's default in whole or in part, anytime, if Seller refuses or fails to comply, with the provisions of this order, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to make deliveries of the item(s) or service(s) or to perform the service(s) within the time specified or any written extension thereof. In such event, APS may purchase or otherwise secure item(s) or service(s) and except as may be otherwise provided, Seller shall be liable to APS for any excess costs occasioned thereby.

If after notice of termination for default, APS determines that the Seller was not in default or that the failure to perform was due to causes beyond the control and without the fault or negligence of the Seller, termination shall be deemed for the convenience of APS, unless APS shall determine that the item(s) or service(s) were obtainable from other sources in sufficient time to meet required delivery schedule.

If APS determines that Seller has been delayed due to causes beyond the control and without the fault and negligence of the Seller, APS may extend the time for completion when promptly applied for in writing by the Seller. If such delay is due to failure of APS, not caused or contributed to by Seller, to perform services or deliver property in accordance with the terms of the order, the time and price of order shall be subject to change under the Changes section. Sole remedy of Seller in event of delay by failure of APS to perform shall be limited to any money actually and necessarily expended in the work during the period of delay, solely by reason of delay. No allowance will be made for anticipated profits. 'Seller' is defined as the Seller and his sub suppliers at any tier.

Contingency

Seller warrants that no person or selling agency has been employed or retained to solicit or secure this order upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona-fide employees or bona-fide established commercial or selling agencies maintained or utilized by Seller for the purpose of securing business. For violation or breach of this warranty, APS shall have the right to annul this order without liability or, at its discretion, to deduct from this order price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

Other Applicable Laws

Any provisions required to be included in a contract of this type by any applicable and valid executive order, federal, state or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.

Non-Collusion

The undersigned certifies that he or she has not either directly or indirectly entered into any action in restraint of free competitive bidding in connection with this solicitation and agrees to furnish the materials, supplies or services as required within the time specified under the conditions imposed and at the price indicated.

Signature of Authorized Representative _____ Contractor's License No: _____

(If Applicable)

Type or print name of above _____ Resident Certification No: _____

(Issued by NM Taxation & Revenue Dept.)

Name of Firm _____

Address _____ Fax No: _____

_____ email _____

Area Code and Telephone No. _____ Federal ID No.: _____